

PATENT ASSIGNMENT AGREEMENT

This Agreement, effective as of January 1, 2006 (hereinafter "EFFECTIVE DATE"), is between Deborah W. Cohen, PO Box 185, Butler, MD 21023 (hereinafter "Cohen") and the National Institute for Strategic Technology Acquisition and Commercialization, a not-for-profit corporation organized under the laws of the State of Kansas with offices at 1500 Hayes Drive, Manhattan, Kansas 66502 (hereinafter "NISTAC").

ARTICLE 1: RECITALS

WHEREAS:

- 1.1 COHEN is the owner of patents covering or relating to a cohesive soy-based dough, related soy-based products and methods for production, including USPN 6,291,009 and its Reissue under application serial no. 10/667,245, USPN 6,479,089, and European Patent Application No. 00959531.5 (hereinafter "PATENTS");
- 1.2 NISTAC is a not-for-profit company affiliated with the State of Kansas via the Kansas PATENTS Enterprise Corporation and Kansas State University with a mission to facilitate the processes of technological innovation, particularly the development and commercialization of technologies for regional economic and social benefits;
- 1.3 COHEN wishes to assign its rights, title and interests in and to the PATENTS; and
- 1.4 NISTAC is interested in receiving an assignment of the PATENTS in order to further its goals and objectives.

NOW, THEREFORE, in consideration of the foregoing premises and the respective undertakings of the parties set forth below, COHEN and NISTAC agree as follows:

ARTICLE 2: DEFINITIONS

- 2.1 "NISTAC AFFILIATE(S)" means any entity in which NISTAC directly or indirectly owns or controls at least 50 percent of the equity or other ownership interests of the entity, or any entity in which NISTAC served as a founder or co-founder.

ARTICLE 3: ASSIGNMENT OF RIGHTS

- 3.1 COHEN hereby assigns to NISTAC, and NISTAC hereby accepts, COHEN's entire right, title and interest in and to PATENTS. Such assignment includes COHEN's right to enforce PATENTS and to recover damages for any infringement retroactively to the issue date of any patent included in the PATENTS.

- 3.2 Upon execution by the parties of this Agreement and related documents, NISTAC will cause to be recorded in the U.S. Patent & Trademark Office ("the USPTO") assignment documentation for the transfer of the U.S. patents to NISTAC, and likewise appropriately record assignment of foreign patents.
- 3.3 NISTAC shall be fully responsible for any future costs associated with prosecuting, maintaining and enforcing the PATENTS, though such costs will be incurred at NISTAC's sole discretion.
- 3.4 It is contemplated that NISTAC may grant commercial licenses to third parties to make, have made, use, sell and/or import products based on or incorporating the PATENTS. NISTAC shall pay COHEN forty percent (40%) of any and all revenues received from such licenses to the extent that such revenues exceed NISTAC's out-of-pocket costs for prosecuting, maintaining and enforcing PATENTS. Such payments shall be made on a quarterly basis starting upon receipt of first licensing revenue, and be accompanied by a report indicating licensing revenue less out-of-pocket patent costs.
- 3.5 COHEN shall have the right at its own expense to audit, or to have an independent accounting firm acceptable to NISTAC audit, the records of NISTAC to the extent necessary to verify payments due COHEN under section 3.4 for each calendar year within three (3) years from the close of such calendar year. Should such inspection lead to the discovery of a greater than five percent (5%) discrepancy in reporting to COHEN's detriment, NISTAC shall pay the full cost of such inspection.
- 3.6 COHEN reserves the right to approve any non-monetary payment to be received by NISTAC under third party license or transfer of PATENTS. Any such non-monetary consideration that NISTAC accrues for license or transfer of PATENTS shall be shared in accordance with section 3.4, if and when such consideration is converted to cash.
- 3.7 Revocation of the assignment of PATENTS to NISTAC shall be allowed at COHEN's sole discretion and expense, if after a period of five years from the signing of this document NISTAC has not received any revenues from licensing of PATENTS.
- 3.8 It is agreed that within 45 days from the signing of this agreement NISTAC shall establish a commercialization strategy for PATENTS and provide COHEN a written summary of said strategy.

ARTICLE 4: DISCLAIMER OF WARRANTIES; INDEMNITY

- 4.1 COHEN represents that she is not aware of any (a) third party claims of invalidity of any patent claim of PATENTS, (b) third party whose property rights would be infringed by COHEN's exploitation of the PATENTS, or (c) alleged infringement by third parties of PATENTS. If COHEN becomes aware of such information, COHEN will use reasonable

efforts to promptly advise NISTAC. With the exception of the preceding representation, COHEN makes no warranties with respect to validity of any patent claim of PATENTS, freedom from alleged infringement of third party patents or freedom from third party infringers. COHEN shall not be under any obligation to indemnify or hold harmless NISTAC, NISTAC AFFILIATES, or any licensees or assignees of NISTAC against such claims.

- 4.2 Nothing in this Agreement shall be construed as conferring by implication or otherwise any license or rights under any patents, trademarks, trade secrets, copyrights or any other intellectual property of COHEN other than the PATENTS. COHEN represents that it is not aware of any dominant patent or patent application owned or controlled by, or licensed to, COHEN and, if existing, shall not invoke such rights in any way to restrict the exploitation of the PATENTS. COHEN covenants not to sue NISTAC, NISTAC AFFILIATES, and any licensees or assignees of NISTAC for practice within the defined scope of claims of PATENTS.
- 4.3 COHEN MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, AND COHEN EXPRESSLY DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED.
- 4.4 Both COHEN and NISTAC acknowledge that the PATENTS are essentially still developmental in nature, and that the applications and uses of the PATENTS as well as future developmental and commercial activities associated therewith are within the sole discretion and control of NISTAC, NISTAC AFFILIATES, and subsequent licensees or assignees of NISTAC, if any. Accordingly, COHEN assumes no responsibilities whatsoever in connection with or arising from the practice of the PATENTS by NISTAC, NISTAC AFFILIATES or any licensees or assignees of NISTAC.
- 4.5 NISTAC agrees to provide 30 days written notice to COHEN of any decision to abandon any patents held within the PATENTS. Upon such notice, COHEN shall have the sole right and discretion to retain PATENTS, at COHEN's expense.
- 4.6 NISTAC hereby agrees to release COHEN from any and all claims which NISTAC might otherwise have against her by reason of the practice of the PATENTS by NISTAC, NISTAC AFFILIATES, or licensees or assignees of NISTAC.
- 4.7 Any licenses that NISTAC grants with respect to PATENTS and any assignment it makes of PATENTS will provide as an express condition of the license or assignment that the licensee or assignee (a) assumes all risk, responsibility and liability for any and all claims, expenses and judgments (including attorney's fees) arising out of or in the course of its (or any sublicensees') practice of the PATENTS, and (b) will release, indemnify, defend and hold harmless COHEN, NISTAC and NISTAC AFFILIATES from any claims, costs or damages, including special, indirect or consequential damages, under any theory of liability, arising out of or in the course of such practice.

4.8 Neither NISTAC, NISTAC AFFILIATES, nor any licensees or assignees of NISTAC assumes any responsibility for any claim, cost or damages arising from COHEN's possession and/or use of the PATENTS prior to the EFFECTIVE DATE. COHEN shall (i) assume all risk and liability and defend lawsuits arising out of or in the course of her use, if any, of the PATENTS at any time prior to the EFFECTIVE DATE and (ii) release, indemnify, defend and hold harmless NISTAC, NISTAC AFFILIATES, and any licensee or assignee of NISTAC and their respective officers, directors, employees and agents from any claims, costs, damages, judgments or other liabilities, including special, indirect or consequential damages, and attorney fees, under any theory of liability, arising out of or in the course of COHEN's possession and/or use, if any, of the PATENTS prior to the EFFECTIVE DATE.

ARTICLE 5: EXPORT RESTRICTIONS

NISTAC will not divulge any unpublished information received from COHEN under this Agreement in violation of any applicable export laws or regulations, and in particular shall not divulge such information to foreign nationals of any countries under embargo, without appropriate U.S. government authorization if such authorizations are required.

ARTICLE 6: PRESS RELEASES: PROMOTIONAL MATERIALS

NISTAC will not, without COHEN's prior review and consent, said consent not being unreasonably withheld, issue any press release, or issue or make any other public comment, or publish or broadcast any advertisement in any media, or disseminate any sales promotion or solicitation materials, that in any way refers to COHEN or to the specific terms of this Agreement. Notwithstanding the foregoing, NISTAC shall be free to disclose without restriction those terms to be publicly disclosed in assignment documents to be recorded according to paragraph 3.2 and other terms required for public disclosure by law.

ARTICLE 7: TECHNICAL ASSISTANCE

7.1 COHEN shall be available to NISTAC during the next six months, at times and locations to be agreed upon that are convenient for both parties, for a period not to exceed five business days in order to facilitate the transmission of KNOW-HOW. NISTAC shall reimburse COHEN for any pre-approved, out-of-pocket costs incurred by COHEN pursuant to this section 7.1. For any time exceeding five days, NISTAC hereby agrees to negotiate in good faith to provide COHEN with a commercially agreeable consulting fee.

7.2 The parties recognize the benefit to patent owners of having on file the legal history of the patent prosecution. Accordingly, COHEN shall provide NISTAC with copies of its patent prosecution history files for PATENTS.

7.3 COHEN shall cooperate with NISTAC to the extent COHEN's cooperation may be reasonably required in the enforcement or defense of any of the PATENTS. Such assistance shall be provided at times and in a manner that is not unduly disruptive of COHEN's normal course of business. NISTAC shall reimburse COHEN a reasonable compensation for the time spent by COHEN in these activities and for any out-of-pocket costs incurred by COHEN pursuant to this Article 7.3.

ARTICLE 8: MISCELLANEOUS

8.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties, oral and written, with respect hereto.

8.2 No alteration, amendment, modification or termination of this Agreement shall be valid or binding unless made pursuant to an instrument in writing signed by each of the parties.

8.3 Neither party may waive or release any of its rights or interests in this Agreement except in writing. Failure to assert any right arising from this Agreement shall not be deemed or construed to be a waiver of such right. No waiver by any party hereto of any breach of or default in any term or condition of this Agreement shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof.

8.4 All provisions of this Agreement shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary to render this Agreement legal, valid and enforceable. If any term of this Agreement, or part thereof, not essential to the commercial purpose of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining terms shall remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision, which will implement the commercial purpose of the illegal, invalid or unenforceable provision.

8.5 This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas without regard to conflict of law principles.

8.6 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and their respective successors and permitted assignees.

8.7 This Agreement shall be executed in duplicate, each of which shall be deemed an original and which together shall constitute one and the same instrument.

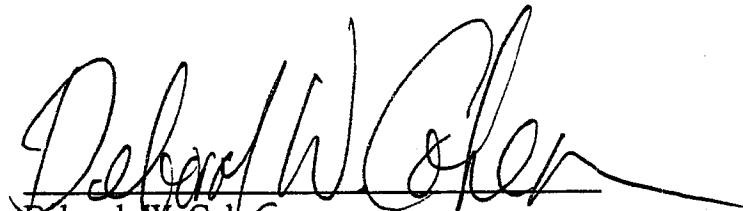
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized representatives on the below-indicated dates and to be effective as of the above date first written.

NATIONAL INSTITUTE FOR STRATEGIC
TECHNOLOGY ACQUISITION AND
COMMERCIALIZATION


Robert T. Reader
VP Licensing

Date: 4 January 2006

DEBORAH W. COHEN


Deborah W. Cohen

Date: 1/6/06